

PTM 08656 (AP/ec)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

TRANSATLANTIC MARINE CLAIMS AGENCY, INC.: COMPLAINT

Plaintiff, :

- against - :

HANJIN SHIPPING CO., LTD.

Defendant.

Plaintiff, TRANSATLANTIC MARINE CLAIMS AGENCY, INC.

("TMCA") complaining against defendant, HANJIN SHIPPING CO.,
LTD. ("HANJIN") alleges:

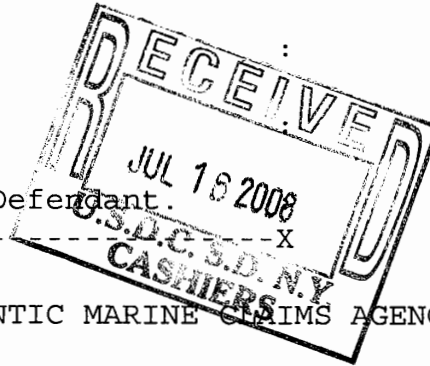
1. The jurisdiction of this court is based on the Carriage of Goods by Sea Act ("COGSA") 46 USC Sections 1300 et seq., and the Harter Act, 46 U.S.C. §§ 190 et. seq. and 28 USC §1331.

2. Plaintiff TMCA, at 217 Broadway, New York, New York is the subrogated agent for TPV ELECTRONICS (FUJIAN) CO, LTD.. ("TPV") shipper and owner of goods, with an office in Shangzhen, Yuanhong Rd., Fuqing City, Fujian, China.

3. Venue is proper under 46 USC §§1300, et. seq., 46 U.S.C. §§190 et. seq. and 28 USC §1331 in that a federal statute is involved and plaintiff resides in this district.

JUDGE SWAIN

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4. The HANJIN BALTIMORE at and during all times hereinafter mentioned, was and now is a vessel employed in the common carriage of merchandise by water for hire, which was owned, operated, managed and otherwise controlled by the defendant.

5. On or about May 20, 2007, in Fuzhou, Fujian, China, there was shipped by TPV and delivered to the defendant, HANJIN, as a common carrier, 1248 sets of LCD monitors in cartons or pallets, all in good order and condition, as more fully described in documents issued by the defendant and denoted bill of lading, numbered HJSCTOCAP1558802 for transportation on the HANJIN BALTIMORE and by rail. The defendant accepted said shipment which was delivered to it and, in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipment on board the HANJIN BALTIMORE, and by rail to TPV INTERNATIONAL (USA) INC. in Miami, Florida, via the Port of Long Beach Co., and there deliver the same in like order and condition as when received by the defendant.

6. Thereafter, in violation of its duty as a common carrier of merchandise by water for hire and its agreement with TPV, the defendant failed to deliver the entire aforesaid

shipment at Miami, to wit, 416 sets of LCD monitors were never delivered by defendant in Miami.

7. Plaintiff is the subrogated agent of TPV, the owner and shipper of the shipment described above and brings this action on its own behalf and, as agent and trustee, on behalf of and for the interest of all parties, who are, or may become, interested in said shipment, as their respective interests may ultimately appear and plaintiff is entitled to maintain this action.

8. That, by reason of the aforesaid, the plaintiff has sustained damages in the amount of \$60,000, no part of which has been paid although duly demanded.

WHEREFORE, plaintiff respectfully prays for judgment against defendant as follows:

1. For the sum of \$60,000, plus interest and costs of suit.

2. For such other and further relief as the court may deem just and proper.

Dated: New York, New York
July __, 2008

PELTZ & WALKER
Attorneys for Plaintiff

By: 

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